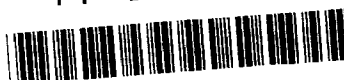


11-08-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRAI



103115041

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Maverick Marketing Ventures, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Colorado
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 2, 2005

- ☐ Assignment ☒ Merger
☐ Security Agreement ☒ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: SoothSoft Innovations Worldwide, Inc.

Internal

Address: _____

Street Address: 2255 Reliable Circle

City: Colorado Springs

State: Colorado

Country: USA Zip: 80906

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Colorado, USA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/085,195; 78/119,773; 78/149,043;

B. Trademark Registration No.(s)

2,621,654; 2,267,188 ; 2,202,613; 2,810,910; 2,762,839;
2,768,263; 2,822,794; 2,993,758; 2,988,570

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SleepSoft; TRAUMAWAY; LIL' CHILL; Soothsoft; Canine Cooler; Canine Cooler & Design; Soothsoft; Compusooth; SOOTHSOFT; CHILLOW; CHILLOW Design; CHILLOW Trade Dress;

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lee G. Meyer, Esq.

Internal Address: _____

Street Address: 17462 E. Powers Drive

City: Centennial

State: Colorado Zip: 80015

Phone Number: 720-870-5845

Fax Number: 303-699-0548

Email Address: lgm@meyerlawllc.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502398

Authorized User Name Lee G. Meyer, Esq.

9. Signature:

Lee G. Meyer

Signature

November 2, 2005

Date

Lee G. Meyer, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003249 FRAME: 0093

11/07/2005 FINREC 00000148 502398 78005105

40.00 DA
275.00 DA
01 FC:8521
02 FC:8522

AGREEMENT OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (Merger Agreement), pursuant to CRS §7-90-301, et seq. and §7-90-203, as amended, effective as of the 1st day of July, 2004 (the Effective Date), executed on the respective dates written hereinafter, by and between Maverick Marketing Ventures, Inc. (2002) (hereinafter MMVI), a Colorado Corporation in good standing, having a principal business address of 2255 Reliable Circle, Colorado Springs, CO 80906, carrying ID No. 20021330658; and, Maverick Marketing Ventures, Inc. Reinstated (1994) (hereinafter MMVIREINSTATED), a Colorado Corporation in good standing, having a principal business address of 2255 Reliable Circle, Colorado Springs, CO 80906, carrying ID No. 19941129516 which entities are hereinafter occasionally referred to as "Party (ies)," which term, as used herein, is meant to refer to each Party as a collective entity including employees, agents, subsidiaries, wholly owned affiliates, controlled entities, and others normally responsible to the entity, is as follows:

I. RECITALS

- 1.1 Maverick Marketing Ventures, Inc. was formed as a Colorado Corporation in 1994, carrying ID No. 19941129516, and was administratively dissolved on September 1, 1999 by action of the Secretary of State, solely for failure to file an annual report.
- 1.2 Due to a lapse of time, the 1994 Corporation could not be reinstated under the then current laws of Colorado.
- 1.3 The principals then re-filed under the name Maverick Marketing Ventures, Inc., a new corporation on December 2, 2002, bearing ID No. 20021330658 and continued their business uninterrupted, under the new entity.
- 1.4 The State of Colorado, in July 2004, under a change in law, allowed reinstatement of certain dissolved Corporations, including those administratively dissolved.
- 1.5 The 1994 Corporation was reinstated on August 11, 2004 as Maverick Marketing Ventures, Inc. Reinstated (1994) carrying the same ID No. 19941129516 as the original (1994) entity.
- 1.6 Under the new laws of reinstatement, the 1994 corporation was reinstated as if it had never been dissolved.
- 1.7 Since there existed a business hiatus during the dissolution of the 1994 entity in which business was conducted and further business was continued for a time under the 2002 entity the respective Boards of Directors of MMVIREINSTATED and MMVI have determined that it is

advisable and in the best interests of each of such corporations that MMVI merge with and into MMVIREINSTATED with MMVIREINSTATED surviving the merger upon the terms and subject to the conditions herein provided.

1.8 The respective Boards of Directors of MMVIREINSTATED and MMVI have determined that it is advisable and in the best interests of each of such corporations that the surviving entity MMVIREINSTATED change its name to SoothSoft Innovations Worldwide, Inc. (SIW) and continue its corporate business under that name, effective upon the date of the name change.

1.9 The respective Boards of Directors of MMVIREINSTATED and MMVI have, by resolutions duly adopted, approved the Merger Agreement; and, recommended the Merger Agreement to their respective shareholders;

1.10 This Merger Agreement and the transactions contemplated thereby have been approved by the holders of the issued and outstanding common stock of MMVI.

1.11 This Merger Agreement and the transactions contemplated thereby have been approved by the holders of the issued and outstanding common stock of MMVIREINSTATED

1.12 Thus, the Constituent Corporations hereby desire to merge MMVI into MMVIREINSTATED, which shall survive the merger as provided by statute and coincidentally change the name of the surviving entity to SoothSoft Innovations Worldwide, Inc. (SIW)

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein MMVIREINSTATED and MMVI hereby agree as follows:

II. DEFINITIONS

2.1 Constituent Entities shall mean MMVIREINSTATED, subsidiaries, wholly owned affiliates, and controlled entities; and, MMVI, subsidiaries, wholly owned affiliates, and controlled entities, collectively.

2.2 Merger shall mean merging MMVI with and into MMVIREINSTATED which shall be the Surviving Entity.

2.3 MMVI Common Stock shall mean the outstanding non-assessable voting stock of MMVI immediately prior to the Merger.

2.4 MMVIREINSTATED Common Stock shall mean the outstanding non-assessable voting stock of MMVIREINSTATED immediately prior to the Merger.

2.5 Surviving Entity shall mean the corporate entity which survives the Merger.

2.6 SoothSoft Innovations Worldwide, Inc shall mean the corporate name of the Surviving Entity after the name change.

III. MERGER AND NAME CHANGE

3.1 A Merger shall be undertaken by MMVI and MMVIREINSTATED including their respective subsidiaries, wholly owned affiliates, and controlled entities subject to the terms and conditions of this Agreement.

3.2 The Surviving Entity shall be Maverick Marketing Ventures, Inc. Reinstated which name shall be changed to SoothSoft Innovations Worldwide, Inc (SIW) contemporaneously with the filing of the Merger with the Secretary of State of Colorado.

3.3 The Merger shall become effective as of the Effective Date, upon the filing of such documents with the Colorado Secretary of State as may be required under Colorado law.

3.4 Each share of Common stock of MMVI, shall be cancelled and retired and cease to exist.

3.5 The holders of record of all of the issued and outstanding MMVI Common Stock, immediately prior to the Merger, shall receive MMVIREINSTATED Common Stock in the Surviving Entity subsequent to the name change as if the purchase were made directly in MMVIREINSTATED, prior to its dissolution.

3.6 The holders of record of all of the issued and outstanding MMVIREINSTATED Common Stock in the Surviving Entity, immediately subsequent to the Merger, (including those previously holding MMVI Common Stock of record immediately prior to the merger) shall receive equivalent shares and certificates in SIW Common Stock, upon surrender of their shares in MMVI and/or MMVIREINSTATED.

IV SUCCESSION, CERTIFICATE OF INCORPORATION, BYLAWS, OFFICERS, AND DIRECTORS

4.1 The Certificate of Incorporation of MMVIREINSTATED, as in effect immediately prior to the Effective Date, shall continue to be the Certificate of Incorporation of the Surviving Entity until duly altered, amended or repealed in accordance with the provisions thereof and applicable law.

4.2 The Bylaws of MMVIREINSTATED, as in effect immediately prior to the Effective Date, shall continue to be the Bylaws of the Surviving Entity until duly altered, amended or repealed in accordance with the provisions thereof, the Certificate of Incorporation of the Surviving Entity and applicable law.

4.3 The directors and officers of MMVI immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity and will hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and Bylaws of the Surviving Entity, or as otherwise provided by law.

4.4 At the Effective Date, the separate corporate existence of MMVI shall cease and MMVI shall be merged with and into MMVIREINSTATED and MMVIREINSTATED, as the Surviving Entity, shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public or a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities all as provided by the Corporation Law of the State of Colorado.

4.5 From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of MMVI such deeds, contracts, leases and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MMVI and otherwise to carry out the purposes of the Merger.

4.6 The officers and directors of the Surviving Entity are fully authorized in the name and on behalf of MMVI or otherwise to take any and all such action to execute and deliver any and all such deeds, contracts, leases, and other instruments.

V. TAX AND ACCOUNTING CONSEQUENCES.

5.1 It is intended by the Constituent Entities, and each of them, that the Merger shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code and the bases in the Common Stock of the Surviving Entity in the hands of the MMVI Common Stock holders shall be the same as the bases of their MMVI Common Stock prior to the Merger. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations.

5.2 Each of the Parties shall use its reasonable efforts to cause the Merger to constitute a tax-free exchange under Section 368 of the Internal Revenue Code.

VI. INTELLECTUAL PROPERTY RIGHTS

6.1 MMVI, in the interim, subsequent to the dissolution of Maverick Marketing Ventures, Inc. 1994 continued to develop and prosecute various pieces of intellectual property for and on behalf of the company and in the name of Maverick Marketing Ventures, Inc.

6.2 During part of such interim, all development and prosecution of intellectual property was carried on in the name of MMVI, a corporation herein subject to the Merger.

6.3 It is the intent of this Merger that all intellectual property, including but not limited to, patents, foreign patent, trademarks, foreign trademarks, trade dress, copyrights and foreign copyrights be vested in the Surviving Entity as if such entity were the initiating and/or continuing entity.

6.4 It is the further intent of this Merger that all intellectual property, including but not limited to patents, foreign patent, trademarks, foreign trademarks, trade dress, copyrights and foreign copyrights be hereby assigned, conveyed, and otherwise transferred from MMVI to the Surviving Entity by operation of Merger or otherwise.

6.5 The surviving entity is hereby authorized to file all papers and documents, if any, required to effect the intent of §6.3 and §6.4 hereof.

IN WITNESS WHEREOF MMVI and MMVIREINSTATED, by their duly authorized officers, have each caused this Agreement to be executed as of the dates written below.

Maverick Marketing Ventures, Inc. (2002)

By: _____

Title: _____

Date: _____

Attest: _____

Maverick Marketing Ventures, Inc. Reinstated (1994)

By: _____

Title: _____

Date: _____

Attest: _____

Document Processing Fee

If document is on paper:

\$60.00

If document is filed electronically:

Currently Not Available

Fees are subject to change.

For electronic filing and to obtain
copies of filed documents visitwww.sos.state.co.us

Deliver paper documents to:

Colorado Secretary of State

Business Division

1560 Broadway, Suite 200

Denver, CO 80202-5169

Paper documents must be typed or machine printed.

20041432949 11

\$ 60.00

SECRETARY OF STATE

12-14-2004 12:47:48

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger

filed pursuant to §7-90-301, et seq. and §7-90-203 Colorado Revised Statutes (C.R.S.)

1. Entity name or true name of each
merging entity:

Maverick Marketing Ventures, Inc.*(Enter name exactly as it appears in the records of the secretary of state if applicable)*

Form of entity:

CorporationJurisdiction under which the
entity was formed:Colorado

ID number (if applicable):

20021330658

Principal office street address:

2255 Reliable Circle*(Street name and number)*Colorado Springs*(City)*CO*(State)*80908*(Postal/Zip Code)**(Province - if applicable)**(Country - if not US)*Principal office mailing address:
(if different from above)2255 Reliable Circle*(Street name and number or Post Office Box information)*Colorado Springs*(City)*CO*(State)*80908*(Postal/Zip Code)**(Province - if applicable)**(Country - if not US)*

Entity name or true name:

Maverick Marketing Ventures, Inc. Reinstated*(Enter name exactly as it appears in the records of the secretary of state if applicable)*

Form of entity:

CorporationJurisdiction under which the
entity was formed:Colorado

ID number (if applicable):

19941129516

Principal office street address:

2255 Reliable Circle*(Street name and number)*

Principal office mailing address:
(if different from above)

Colorado Springs CO 80906
(City) (State) (Postal/Zip Code)
(Province - if applicable) (Country - if not US)
2255 Reliable Circle
(Street name and number or Post Office Box information)

Entity name or true name:

Colorado Springs CO 80906
(City) (State) (Postal/Zip Code)
(Province - if applicable) (Country - if not US)

Form of entity:

Jurisdiction under which the
entity was formed:

ID number (if applicable):

Principal office street address:

(Enter name exactly as it appears in the records of the secretary of state if applicable)

(Street name and number)

(City) (State) (Postal/Zip Code)
(Province - if applicable) (Country - if not US)

Principal office mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
(Province - if applicable) (Country - if not US)

(If there are more than three merging entities, mark this box ☐ and include an attachment stating the entity name, ID number, and the principal office address of each additional merging entity.)

2. Entity name of the surviving entity:

Maverick Marketing Ventures, Inc. Reinstated
(Enter name exactly as it appears in the records of the secretary of state if applicable)

Form of entity:

Jurisdiction under which the
entity was formed:

ID number (if applicable):

Principal office street address:

18941129516
2255 Reliable Circle
(Street name and number)

Colorado Springs CO 80906
(City) (State) (Postal/Zip Code)

Principal office mailing address: 2255 Reliable Circle
(if different from above) (Street name and number or Post Office Box information)

Colorado Springs CO 80908
(City) (State) (Postal/Zip Code)

3. New entity name of surviving entity:

SoothSoft Innovations Worldwide, Inc.

4. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection):

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

5. The merging entities are merged into the surviving entity pursuant to this section.

6. If the entity's period of duration as amended is perpetual, mark this box: ☒

OR

If the entity's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

7. If one or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state, mark this box ☐ and state below the document number of each such filed document.

Document number: _____

Document number: _____

(If more than two trademarks, mark this box ☐ and include an attachment stating the additional document numbers.)

8. Other amendments, if any, are attached.

9. Additional information may be included. If applicable, mark this box ☒ and include an attachment stating the additional information.

10. (Optional) Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

Rev. 7/13/2004
3 of 4

TRADEMARK

REEL: 003249 FRAME: 0101

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

11. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Meyer	Lee	G.	
(Last)	(First)	(Middle)	(Suffix)
17462 E. Powers Drive			
(Street name and number or Post Office Box information)			
<hr/>			
Centennial	CO	80015-3046	
(City)	(State)	(Postal/Zip Code)	
(Province - if applicable)		(Country - if not US)	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.